

SERIAL 04112 - C

**WHEEL LOADER, 4X4, 196 H.P., 4.0 CUBIC YARD AND TRADE-IN OR
OUTRIGHT SALE OF 821 CASE LOADER**

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WHEEL LOADER, 4X4, 196 H.P., 4.0 CUBIC YARD AND TRADE-IN OR
OUTRIGHT SALE OF 821 CASE LOADER (NIGP CODE 76050)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 08, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Les Glover, Equipment Services
Sharon Tohtsoni, Materials Management

(Please remove Serial 93279 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

WHEEL LOADER, 4X4, 196 H.P., 4.0 CUBIC YARD AND TRADE-IN OR OUTRIGHT SALE OF 821 CASE LOADER (NIGP CODE 76050)

1.0 INTENT:

The intent of these specifications is to describe a **WHEEL LOADER, 4X4, 196 H.P., 4.0 CUBIC YARD AND TRADE-IN OR OUTRIGHT SALE OF 821 CASE LOADER**, in sufficient detail to secure bids for comparable equipment. All bids for Wheel Loader shall conform in strength and quality of material and workmanship to what product is usually provided the trade in general. Unit(s) will be used by the Maricopa County Transportation Department in their construction and roadway maintenance operations. Shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

The scope of the contract encompasses three (3) parts:

- 1.1 The purchase of one (1) (or more) Loader as more clearly defined in these specifications.
- 1.2 Guaranteed maintenance for 3,000 hours or six (6) years, whichever event occurs first in time, as more fully described elsewhere in these specifications; and
- 1.3 Guaranteed Residual Value Agreement as more fully described elsewhere in these specifications.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 ENGINE:

- 2.1.1 Type - Diesel, Four cycle 196 SAE gross horsepower minimum at approximately 2000 RPM
- 2.1.2 Air Cleaner – Mfr.'s max. with Turbo II pre-cleaner
- 2.1.3 Cooling - Manufacturer's maximum shall be capable of operating continuously at full capacity with ambient temperature 122+ degrees Fahrenheit. Radiator shall have sufficient space for cleaning without removing the AC condenser

2.2 ELECTRICAL:

- 2.2.1 System Volts - 12 or 24
- 2.2.2 Alternator Output – Min. 55 amps
- 2.2.3 Batteries – Mfr.'s max., maintenance free type, with capacity to crank engine at 0° F

2.3 MALFUNCTION MONITORING SYSTEM:

- 2.3.1 Engine Coolant Temperature
- 2.3.2 Fuel Gauge
- 2.3.3 Transmission Oil Temperature
- 2.3.4 Air Cleaner Restriction
- 2.3.5 Alternator Voltage

2.3.6 Engine Oil Pressure

2.3.7 Hydraulic Oil Filter Restriction

2.3.8 Park Brake Indicator

2.3.9 Hour-meter/Tachometer

2.4 **TRANSMISSION:**

2.4.1 Type - Power shift

2.4.2 Speeds - Four speeds forward and reverse

2.4.3 Travel Speed – Min. 22 mph, forward and 15 mph reverse

2.4.4 Protective Skid Plates - Belly pans or skid plates shall be installed to protect the transmission, transfer case, front and rear drive lines. Plates must be removable for maintenance operations

2.5 **BRAKES:**

2.5.1 Type – Hydraulic operated wet disc, fully enclosed, maintenance free

2.5.2 Parking Brake - Disk type, spring applied hydraulically released

2.6 **STEERING:**

2.6.1 Type – Hydraulic power assist

2.6.2 Articulation – Approx. 40° turn each side

2.6.3 Turning Radius – Outside, approx. 19'

2.6.4 Steering Column - Adjustable

2.7 **FINAL DRIVES:**

Planetary design with limited-slip or locking differentials

2.8 **HYDRAULIC SYSTEM:**

2.8.1 Type - Open-centered, interrupted series or equal

2.8.2 Filtration - 20 micron or better

2.8.3 Relief Pressure – Approx. 3000 PSI

2.8.4 Pumps:

2.8.4.1 Type – Gear, Vane or pre-approved equal

2.8.4.2 Loader – Min. 30 GPM @ 2200 RPM

2.8.4.3 Loader/Steering Combined - 69 GPM

2.9 **TIRES:** (Size as specified or pre-approved exception.)

2.9.1 Type - 23.5-R25 L3/E3, 20PR steel radial tubeless

2.9.2 Quantity - Four (4)

2.9.3 Manufacturer – GOODYEAR, (no exceptions)

2.9.4 Spare - One (1) like tire and wheel

2.10 **CAB:**

2.10.1 ROPS/FOPS - Shall meet all federal safety standards

2.10.2 Sound Suppressed - Shall meet all OSHA/MSHA standards

2.10.3 Pressurized

2.10.4 Heater/Defroster – Mfr.'s max with fresh air system

2.10.5 Air Conditioning - Manufacturer's maximum with R134A refrigerant

2.10.6 Seat - Suspension type fully adjustable with Federally approved retractable seat belt

2.10.7 Windows – Tinting, shall be darkest legal per AZ. State law. Warranty shall be minimum five year on material and installation

2.10.8 Windshield Wipers/Washer - Front and rear

2.10.9 Locking Doors - Keyed alike.

2.10.10 Dome Light - Overhead type.

2.10.11 Rear View Mirror:

2.10.11.1 Interior - Single

2.10.11.2 Outside - Two large heavy duty type.

2.11 **FENDERS:**

Front and rear, operator's platform on both sides, ingress/egress ladder on left side.

2.12 **LIGHTING:**

2.12.1 Driving/Working - Heavy duty halogen Two each front and rear.

2.12.2 Stop/Tail - Two each rear

2.12.3 Turn Signal/Emergency - Two each front and rear

2.13 **VANDAL PROTECTION:**

Locking caps or covers on radiator, fuel and hydraulic tanks, battery boxes, engine and transmission fills. All locks keyed alike

2.14 **LOADER/BUCKET:**

2.14.1 Capacity - 4.0 yd. heaped

2.14.2 Type - General Purpose, with bolt on cutting edge and teeth Designed for simultaneous use of teeth and cutting edge segments.

2.14.3 Breakout Force – Min. 30,000 lbs

2.14.4 Dump Height – Min., 110” fully raised, 45° dump

2.14.5 Reach - Min. 45" at maximum height and 45° dump

2.14.6 Tipping Load SAE – Min. 23,200 lb. at 40 degree full turn

2.14.7 Controls - Two lever

2.14.8 Self Leveling - Automatic, return to dig and return to travel

2.15 **SAFETY EQUIPMENT:**

2.15.1 Horn – Shall meet AZ. State and Federal standards, left foot operation capability preferred

2.15.2 Non-Skid Surfaces - All steps and standing areas

2.15.3 Slow Moving Placard - Installed on rear in a highly visible location

2.15.4 Back-up Alarm – Shall be water proof, installed in a protected location and meet Federal regulations

2.15.5 Beacon Light – WHELEN, S360DAP, positioned on the top rear center of the cab. Shall be installed on an all stainless steel hinged plate so the light can be lowered below cab height when clearance becomes a problem. Mounting plate to be constructed of stainless steel to prevent rust thus causing electrical ground to be lost.

2.16 **QUICK CHANGE OIL SYSTEM:**

Wheel Loader shall be equipped with high-speed oil change system for engine, transmission and hydraulic oils. Drains to be fitted with quick couplers. (Caterpillar 1P7919 couplers & 959272 caps)

Drains shall be grouped together, centrally located for easy access. Drains shall be positioned inside a box type enclosure with lockable cover. Drain lines / hoses shall be routed and protected such that they are not exposed to damage.

2.17 **PAINT:**

Manufacturer's standard

2.18 **GENERAL:**

This machine will be used to tow a 32,000 lb Grid Roller. Due to the job requirements of this machine the bidder should be aware of the potential for overheating problems of the drive train system. It is the responsibility of the bidder to bid a machine capable of performing the job requirements without encountering overheating of any components with ambient temperatures 122+°F. Unit (s) shall be completely serviced, tested and ready for full operation before delivery. **Complete inspection shall be made prior to delivery to ensure that the unit(s) compliance with specifications. Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number.**

2.19 **WARRANTY:**

2.19.1 One (1) full year parts and labor including extended SIX (6) YEARS or **3000 HOURS** power train warranty. It is understood that if warranty repairs are necessary during the warranty period, the successful bidder will be required to make said repairs F.O.B. machine location within Maricopa County at no charge to the County. In the event of major repairs, dealer has as his option the choice of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.

2.19.2 The cost of repairs, including parts and labor, made during this full warranty period shall not be included in the Guaranteed Maximum Cost of Repairs.

2.19.3 Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

2.20 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and trouble shooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.21 **DELIVERY:**

Delivery is required FOB destination. Bidder to state. The loader(s) are to be delivered ninety (120) days after receipt of purchase order. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

2.22 **MANUALS:**

Three (3) each comprehensive operational, equipment overhaul (including all maintenance data, electrical diagrams and schematics), and parts manuals are required. Provide factory parts price list and updates.

2.23 **BASIS OF AWARD:**

- 2.23.1 Bids are requested on the summation of the cost of the loader, the cost of the 3000 hours or six (6) year Guaranteed Maintenance, and a Guaranteed Repurchase Agreement per machine purchase.
- 2.23.2 Proposal I - The County may accept the low bid for the Loader and exclude both Guaranteed Repurchase; and Guaranteed Maintenance or
- 2.23.3 Proposal II - The County may accept the low bid for the Loader including the 3000 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Maintenance Program or;
- 2.23.4 Proposal III - The County may accept the low bid for the Loader including the 3000 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Repurchase Agreement price.

- 2.23.5 Performance Test - A pre-award performance test as more clearly described elsewhere in these specifications, **may be used** to determine the bid resulting in the lowest ultimate cost to Maricopa County. For the purpose of comparing bids the following will be assumed. That the adjusted total bid price of the wheel loaders, based on the results of the Pre-Award Performance Tests will be taken into consideration. The bidder shall note that when the terms "adjust" or "adjusted" are used in conjunction with the bidder's total bid price, such terms are meant for use in comparison of bids only, and shall not be interpreted to mean that an actual adjustment to the bidder's total bid price is being made.

The Department reserves the right to waive and cancel the pre-award performance test and not adjust the total bid prices, and award to the lowest bidder complying with the Department's specification.

The combination of any or all of above will be used to determine which is in the best interest of the County.

2.24 **GUARANTEED MAINTENANCE:**

- 2.24.1 The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 3,000 hours of operation as recorded by the engine hour meter, or six (6) years from the date of delivery, whichever occurs first.
- 2.24.2 In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs made (including parts and labor) shall not be included.
- 2.24.3 Guaranteed Maximum Cost - In determining the of repairs and the enforcement of that provision of the agreement, the following rules shall apply:
 - 2.24.3.1 In the event that the cost of repairs, including parts and labor, as computed by the County is less than \$1000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.
 - 2.24.3.2 In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. The present rate is \$59.00 per hour, and increases are not to exceed 10% per year. Parts shall be charged at actual cost and shall be purchased from the authorized dealer or the original equipment manufacturer, if possible.

- 2.24.3.3 If the cost of repairs, including parts and labor, is in excess of \$1000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.
- 2.24.3.4 Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to the bidder, and the service department chosen must be acceptable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.
- 2.24.3.5 Should delivery of repair parts not be made within five (5) normal working days to the County, a daily charge of \$700.00 shall be added to the cumulative cost of repairs or each working day over five (5) that the part is not delivered. On the bidder's presentation to the County in writing of verifiable information that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.
- 2.24.3.6 Successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.
- 2.24.3.7 Successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.
- 2.24.3.8 The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the manufacturer's published list prices.
- 2.25 Successful bidder will be fully responsible for the total cost of repairs to the Loader in excess of the Guaranteed Maximum Cost of Repairs, including parts and labor, as follows:
- 2.25.1 Engine: Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.
- 2.25.2 Transmission: Complete power shift transmission and torque converter and all internal parts, including linkage and external lines, but excluding oil and filters.
- 2.25.3 Final drive: Complete planetary drive, excluding oil.
- 2.25.4 Steering: All hydraulic components, linkage and pins, excluding hydraulic hoses, oil and filters.
- 2.25.5 Brakes: Complete braking system, components, tank(s) and lines.
- 2.25.6 Suspension: Complete suspension system.
- 2.25.7 Hydraulic System: All hydraulic pumps, valves, controls and steel lines to all attachments and drives, excluding hydraulic hoses, oil and filters.
- 2.25.8 Loader: Loader tower, lift arms, cross tube, all lift cylinders and linkages, and bearings.

- 2.25.9 General or Multi-purpose bucket: Complete bucket and attachments, including hydraulic cylinders, excluding cutting edges, end bits and teeth.
- 2.25.10 Tires and Wheels: Excluded.
- 2.25.11 Cab: Complete cab assembly, excluding glass and hardware.
- 2.25.12 Instruments and Gauges: All instruments, gauges, wiring and safety devices.
- 2.25.13 Air Conditioning: Complete air conditioning system, excluding refrigerant.
- 2.25.14 Main Frame: Complete main frame assemblies.

2.26 GUARANTEED RESIDUAL VALUE:

- 2.26.1 The bidder shall guarantee a residual value price (trade-in allowance or a minimum bid at a public auction) at the expiration of 3,000 hours or six (6) years, whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value price as used in this specification is defined as:
 - 2.26.1.1 A guaranteed trade-in value should the County decide to purchase new equipment in a future bid call.
 - 2.26.1.2 Minimum bid to be made by the bidder at public auction in the event the County elects to auction the machine.
 - 2.26.1.3 Bid or public auction shall be held within ninety (90) days after the expiration of the contract term of 3,000 hours or six (6) years, whichever occurs first.
 - 2.26.1.4 The County reserves the right to retain the subject Loader and to waive the guaranteed residual value provisions.
- 2.26.2 In the event equipment subject to the Guaranteed Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the equipment is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value price, then the bidder is released from his obligation relating to guaranteed residual value.

2.27 OBLIGATION OF THE COUNTY:

- 2.27.1 Equipment purchased will be operated by County personnel. Will be used for County maintenance operations and other purposes for which the equipment is designed.
- 2.27.2 The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.
- 2.27.3 The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, antifreeze, cutting edges, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.
- 2.27.4 The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and to make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

2.28 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.29 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within (120) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means. The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed. Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.30 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.31 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.32 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.33 TRADE-INS:

Contractors are requested to submit prices on trade-in(s). Whether Materials will actually be traded is at the option of Maricopa County.

2.34 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.35 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.36 MANUALS:

Vendor shall supply one (1) operator's manual with each unit. Three (3) maintenance/service and complete unit repair manuals. All manuals shall be supplied with equipment, at the time of delivery at no additional cost to the County.

2.37 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.38 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.39 CONTRACTOR REVIEW OF OCUMENTS:

2.39.1 Contractor shall review its bid submission to assure the following requirements are met.

2.39.1.1 One (1) original and one (1) copy of all submissions is "Mandatory"

2.39.1.2 Vendor proposal column/section, "Mandatory"

2.39.1.3 Pricing pages, "Mandatory"

2.39.1.4 Copies of Catalogs/Pricing Documents if required)

2.39.1.5 Literature, Technical and Descriptive, "Mandatory"

2.39.1.6 Vendor Information, "Mandatory"

2.39.1.7 Agreement page, "Mandatory"

2.39.1.8 References, "Mandatory"

2.39.1.9 Performance Bond, "Mandatory"

2.40 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.41 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

2.42 AWARD CRITERIA:

The evaluation of bids will be based on but not limited to the following:

2.42.1 Compliance with Specifications

2.42.2 Price

2.42.3 Delivery

2.42.4 Warranty

2.42.5 Time value of money analysis by the following methods:

2.42.5.1 Guaranteed Maintenance will be evaluated by using the present value of an annuity at 8% compound interest.

2.42.5.2 The Guaranteed Residual Value will be evaluated by using the future value of money analysis at 8% compound interest.

2.43 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.44 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.45 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.46 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.47 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.47.1 Documentation from the manufacturer that the product or model has been discontinued.

2.47.2 Documentation that names the replacement product or model.

2.47.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.47.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.47.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.48 TRADE-INS:

Contractors are requested to submit prices on trade-in(s). Whether Materials will actually be traded is at the option of Maricopa County.

2.49 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.50 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.51 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.3 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.3.1 Compliance with specifications

3.3.2 Price

3.3.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.5 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management. No other request is valid.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.

CONTRACTOR'S duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.6.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

- 3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

- 3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to 20% of the Contract amount, conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

Such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bond shall not be executed by an individual surety or sureties. The bond shall be made payable and acceptable to the Contracting Agency.

The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bond shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICES, 602-506-4667
(les.glover@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

PRICING SHEET C380504 / B0604315
NIGP CODE 76050

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

One (1) or more WHEEL LOADER, 196 HP, 4X4 AND TRADE-IN OR
OUTRIGHT SALE OF CASE 821 LOADER, in accordance with attached specifications:

Manufacturer: CATERPILLAR
Manufacturer's Model: 950G II
Delivery (days ARO): 120 DAYS OR LESS

Cut off date for ordering equipment (including options) offered on this contract, "REQUIRED": N / A

F.O.B. DESTINATION: X Yes No

In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the life of the contract (no less than 120 days) at manufacturers list cost less SEE NOTE BELOW. Date of catalog SEE NOTE BELOW, and labor rate SEE NOTE BELOW.

CATERPILLAR DOES NOT PUBLISH A PARTS CATALOG. MARICOPA COUNTY RECEIVES THE FOLLOWING DISCOUNTS ON PARTS FROM EMPIRE MACHINERY:

MOTOR GRADER CUTTING EDGES	50% OFF
OTHER GROUND ENGAGING TOOLS (G.E.T.)	50% OFF
CATERPILLAR FILTERS	10% OFF
ABRASION RESISTANT G.E.T.	20% OFF

OPTIONS: *Will be used as part of the bid award process.*

1.	<u>PROPOSAL # I:</u>	<u>UNIT PRICE FOR ONE</u>
1.1	PRICE OF (1) NEW LOADER/BACKHOE -	\$178,400.00 /EACH
2.	<u>PROPOSAL # II:</u>	
2.1	PRICE OF (1) NEW LOADER/BACKHOE -	\$178,400.00 /EACH
2.2	ADD GUARANTEED MAINTENANCE COST -	\$3,500.00 /EACH
2.3	TOTAL BID FOR COMPARISON PURPOSE -	\$181,900.00 /EACH

EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

3. PROPOSAL # III:
- 3.1 Price Of (1) New Loader/Backhoe \$178,400.00 /EACH
- 3.2 ADD GUARANTEED MAINTENANCE COST - \$3,500.00 /EACH
- 3.3 DEDUCT GUARANTEED RESIDUAL VALUE - \$106,000.00 /EACH
IF OPTIONS ARE CHOSEN, GUARANTEED RESIDUAL VALUE
WILL GO UP IN PROPORTION TO ORIGINAL QUOTATION.
- 3.4 TOTAL L FOR BID COMPARISON PURPOSE - \$75,900.00 /EACH
4. VENDOR TO STATE MANUFACTURER'S PUBLISHED LIST PRICE \$227,844.00 /EACH
AS DESCRIBED IN THESE SPECIFICATIONS:
5. TRADE-IN:
- 5.1 UNIT # 466, 1994 CASE 821 WHEEL LOADER, SERIAL \$40,000.00
JEE0040143, (5,000 HRS. OR LESS)
6. OUTRIGHT PURCHASE:
- 5.1 UNIT # 466, 1994 CASE 821 WHEEL LOADER, SERIAL NO BID
JEE0040143, (5,000 HRS. OR LESS)
7. AM/FM RADIO (Installed) \$510.00 /EA.
8. RIDE CONTROL SYSTEM (Installed) \$2,374.00 /EA.
9. FORK ATTACHMENT - JRB, Model QC600CUF10660M, with eight (Installed) \$10,644.00 /EA.
(8) tines 60" long, or pre-approved equal.
10. LOADER BUCKET - Multi-Purpose four-n-one design with bolt on cutting (Installed) \$14,383.00 /EA.
edge and teeth. This unit shall be designed for simultaneous use of
teeth and cutting edge. All necessary hydraulics and cab controls shall (unit only) \$10,945.00 /EA.
be included to make a fully functional unit. (less hyd's / controls)
11. LOADER BUCKET QUICK DISCONNECT - Shall include all components (Installed) \$5,118.00 /EA.
necessary so that the front bucket can be disconnected and reconnected
from inside the cab.
12. REAR RIPPER ASSEMBLY - Unit shall be a parallelogram design, (Installed) \$39,365.00 /EA.
rear mount, hydraulically actuated, minimum with 84", five shank
holders/shanks/and tips. All necessary hydraulics and cab mounted (unit only) \$35,927.00 /EA.
controls shall be included to make this a fully operational unit. (less hyd's / controls)
13. QUAD-ARM GRAPPLE RAKE - FLECO, or approved equal, approx. (Installed) \$18,288.00 /EA.
width 120", four (4) arm, nine (9) tines 1 1/2" thickness spaced
12 1/2" apart, weight approx. 4296 lb. All necessary hydraulics (unit only) \$14,850.00 /EA.
and cab mounted controls shall be included to make this a fully (less hyd's / controls)
operational unit.

EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

Terms:	NET 30
Federal Tax ID Number:	86-0894087
Vendor Number:	860894087 C
Telephone Number:	480-633-4517
Fax Number:	480-633-4626
Contact Person:	JIM ROSE
E-mail Address:	jrose@empire-cat.com
Company Web Site:	www.empire-cat.com
Insurance Certificate	Required
Contract Period:	To cover the period ending SEPTEMBER 30, 2005.